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Attorneys for Complainant

BEFORE THE
PHYSICAL THERAPY BOARD OF CALIFORNIA
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA

In the Matter of the Citation Against:
DARRELL SLAPE
612 "G" Street
Eureka, CA 95501

Respondent.

Case No. 05-06-00161

STIPULATED AGREEMENT IN
SETTLEMENT OF CITATION

IT IS HEREBY STIPULATED AND AGREED by and between the parties to
the above-entitled proceedings that the following matters are true:

PARTIES

1. Steven K. Hartzell ("Complainant") is the Executive Officer of the
Physical Therapy Board of California. He brought this action solely in his official capacity and
is represented in this matter by Edmund G. Brown, Jr., Attorney General of the State of
California, by Ismael A. Castro, Deputy Attorney General.

2. Respondent Darrell Slape ("Respondent") is represented in this proceeding by attorney Michael Fl. Ruggio, Esq., whose address is Polsinelli, Shalton, Flanigan, et al., 555 12th St., N.W., Suite 710, Washington D.C. 20004-1206.

3. On or about June 9, 2006, the Physical Therapy Board of California issued Citation No. 05-06-0161 to Darrell Slape, who is not a licensed physical therapist.

JURISDICTION

4. Citation No. 05-06-0162 was filed before the Physical Therapy Board of California of the Department of Consumer Affairs ("Board") and is currently pending against Respondent. The corrected Citation, together with all other statutorily required documents were properly served on Respondent on July 27, 2006, and Respondent timely filed his Notice of Appeal on September 29, 2006, following the conduct of an informal conference.

ADVISEMENT AND WAIVERS

5. Respondent has carefully read, fully discussed with counsel, and understands the allegations in Citation No. 05-06-0161. Respondent has also carefully read, fully discussed with counsel, and understands the effects of this Stipulated Agreement in Settlement of Citation.

6. Respondent is fully aware of his legal rights in this matter, for Citation No. 05-06-0161 including the right to a hearing on the allegations in the Citation; the right to be represented by counsel at his own expense; the right to confront and cross-examine the witnesses against him; the right to present evidence and to testify on his own behalf; the right to the issuance of subpoenas to compel the attendance of witnesses and the production of documents; the right to reconsideration and court review of an adverse decision; and all other rights accorded by the California Administrative Procedure Act and other applicable laws.

7. Respondent voluntarily, knowingly, and intelligently waives and gives up each and every right set forth above for Citation No. 05-06-0161.

8. Respondent admits to the truth of the allegations contained in Citation No. 05-06-0161 with respect to individuals R.G., L.G., and A.D. on February 7, 2005, to the extent that he provided exercise treatment to the individuals who were referred by a medical doctor for physical therapy without the direct supervision of a licensed physical therapist. All other allegations in this matter are denied.

9. Complainant shall take no further action against Respondent with respect to any and all individuals listed in Citation 05-06-0161, the consumers listed or named in the subpoena duces tecum dated November 3, 2005, issued by the Board (D.S., R.S., M.N., W.B., L.S., R.G., L.G.) or consumers M.H., R.S., J.M., B.V., L.L., C.F., B.S., M.P., J.G., G.D., B.C., Y.H., A.A., C.B., and M.B., who were reviewed by John Nativo during his onsite visit or provided to the Board medical releases dated on or before the effective date of this decision.

RESERVATIONS

10. The agreements made by all parties herein are only for the purposes of this proceeding and shall not be admissible in any other proceedings, including, but not limited to, administrative, civil or criminal proceedings. The settlement is provided to avoid the expense of further litigation except as to the agreement to limit future conduct as set forth in part 11 below.

MITIGATION

11. Respondent is now aware and agrees that treatment of individuals that involves the physical or corrective treatment or rehabilitation of a bodily or mental condition for the purpose of physical therapy, as defined pursuant to 2620(a) and 2630 of the California

Business and Professions Code, must be performed by a licensed physical therapist or under the direct supervision of a licensed physical therapist.

CONTINGENCY

12. This stipulation shall be subject to approval by the Board. Respondent understands and agrees that the Physical Therapy Board of California's staff and counsel for Complainant may communicate directly with the Board regarding this stipulation and settlement, without notice to or participation by Respondent or his counsel. By signing the stipulation, Respondent understands and agrees that he may not withdraw his agreement or seek to rescind the stipulation prior to the time the Board considers and acts upon it. If the Board fails to adopt this stipulations its Decision and Order, the Stipulated Settlement shall be of no force or effect, except for this paragraph, it shall be inadmissible in any legal action between the parties, and the Board shall not be disqualified from further action by having considered this matter.

13. The parties understand and agree that facsimile copies of this Stipulated Agreement, including facsimile signatures thereto, shall have the same force and effect as the originals.

14. In consideration of the foregoing agreement, the parties agrees that the Board may, without further notice or formal proceeding, issue and enter the following Order:

ADMINISTRATIVE FINE

Respondent agrees to pay the administrative fine ordered in the Citation in the amount of \$2500. Said fine shall be reduced, however, and the remainder forgiven if Respondent pays \$1000 within 30 days of the effective date of the Board's decision. In the event Respondent fails to pay within 30 days of the decision, the full amount of the administrative fine shall be immediately due and payable. The filing of bankruptcy by Respondent shall not relieve

Respondent of his responsibility to pay the fine. If Respondent is in default of his responsibility to reimburse the Board, the Board will collect the fine through the Franchise Tax Board, the Internal Revenue Service or by any other means of attachment of earned wages legally available to the Board. Failure to fulfill the obligation could also result in attachment of Department of Motor Vehicle registrations and or license renewals.

ACCEPTANCE


I have carefully read the above Stipulated Agreement in Settlement of Citation and have fully discussed it with my attorney, Michael Ruggio, Esq. I understand the stipulation and the effect it will have. I enter into this Stipulated Agreement voluntarily, knowingly, and intelligently, and agree to be bound by the settlement.

DATED: 10/24/2007


DARRELL SLAPE
Respondent

I concur with this stipulated settlement.

DATED: 10/25/07



MICHAEL F. RUGGIO, ESQ.
Attorney for Respondent

ENDORSEMENT

The foregoing Stipulated Agreement in Settlement of Citation is hereby respectfully submitted for consideration by the Physical Therapy Board of California of the Department of Consumer Affairs.

DATED: 10-25-07

EDMUND G. BROWN, JR., Attorney General
of the State of California


ISMAEL A. CASTRO
Deputy Attorney General
Attorneys for Complainant